

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**AMERICAN GUARANTEE AND LIABILITY
INSURANCE COMPANY,**

Plaintiff,

v.

**LAW OFFICES OF RICHARD C.
WEISBERG, et al.,**

Defendants.

CIVIL ACTION

NO. 2:19-cv-05055-KSM

ORDER

AND NOW this 9th day of March 2021, after considering Defendants' Motion for Summary Judgment (Doc. No. 42), Plaintiff's opposition brief (Doc. No. 49), Plaintiff's Motion for Summary Judgment (Doc. No. 44), Defendants' opposition brief (Doc. No. 48), Plaintiff's reply brief (Doc. No. 51), Defendants' sur-reply brief (Doc. No. 52), Defendants' Supplemental Memorandum (Doc. No. 57), Plaintiff's supplemental opposition brief (Doc. No. 62), Plaintiff's Supplemental Memorandum (Doc. No. 58), and Defendants' supplemental opposition brief (Doc. No. 61), and following oral argument on March 2, 2021 on the choice of law issue, it is

ORDERED as follows:

1. Plaintiff's motion for summary judgment is **GRANTED in PART and DENIED in PART**. Judgment is **GRANTED** in favor of Plaintiff as to Counts I, II, III, IV, VII, IX, and X of the complaint and Counts I and II of Defendants' counterclaim. For the reasons discussed in the accompanying Memorandum, Plaintiff has no duty to defend or indemnify Defendants in the Testamentary Trust Action (*In re Morris L. Weisberg F/B/O John*, Case No. 2014-X2433 (Pa. Ct. Comm. Pl.)), the Investment Account Counterclaim (*Weisberg v. Weisberg*, Case No. 2018-

08650 (Pa. Ct. Comm. Pl.)), the Real Estate Partnership Counterclaim (*Weisberg v. Weisberg*, Case No. 2018-08627 (Pa. Ct. Comm. Pl.)), or the Cricket Property Action (*Weisberg v. Weisberg*, Case No. 2:19-cv-3521 (E.D. Pa.)). Plaintiff's motion for summary judgment is **DENIED as MOOT** as to Counts V, VI, VIII, and XI of the complaint.

2. Defendants' motion for summary judgment is **DENIED**.

3. The clerk of court shall mark this matter **CLOSED**.

IT IS SO ORDERED.

/s/*Karen Spencer Marston*

KAREN SPENCER MARSTON, J.